1936

Department of Land Rev

OFFICE Bd of Rev

STATION Madras

Mis **No.** 1205	Full Board
	B6701
Dated 6.4.36	

Pages in the file

(SUBJECT.)

Alienation - Land, Rev and Buildings (S. Kanara) Puttur Tk Bannur Village - S No 108 - 7 - Panchayat Board, Bannur - School, - Play-ground Grant for - Sanctd

Ref. B3--3140/35

South Kanara Collector's Office,
Camp: Puttur, dated 16th November 1935.

From

E. M. Gawne, Esq, I.C.S.,
Collector of South Kanara.

To

The Secretary to the Board,
Land Revenue & Settlement,
Madras.

Sir

Alienation-- Land and Revenue--Puttur Taluk--Bannur village--S. No. 08/7 and 2A--School building, Play ground and garden--Panchayat Board, Bannur--sanction requested.

I request that the Board may be pleased to sanction the alienation of land revenue in respect of 108/2A and the alienation of land and revenue in respect of S. No. 108/7 of Bannur village in favour of the Panchayat Board, Bannur. The plots are required by that Board for the purpose of a school, play ground and garden.

2. The plots 108/2A and 7 measure 14 cents and 1.50 acres respectively and lie contiguous to each other. 108/2A belongs to the Panchayat Board and is included in its holding. The existing improvements comprises a school building of an estimated value of -- Rs. 800/- standing partly in 108/2A and partly in 108/7 and a school well of a value of Rs.400/- lying in 108/7. The improvements were effected by the Panchayat with the help of the villagers. 108/7 is a portion of 108/1 an assessed waste newly subdivided for purposes of alienation; the encroachments on it were effected in 1930 by the Panchayat Board; as usual in this district, the occupation being of an unobjectionable nature, no steps were taken to prevent it.

3. It is now proposed to set apart 25 cents out of 108/7 for the

school building including future extensions which are stated by the District Educational Officer to be under contemplation; 75 cents will be set apart for a playground and 50 cents for a garden. The District Educational Officer, South Kanara, states that the school is a permanently recognised one and he recommends the alienation of the land. The Panchayat Board, Barnur, in its resolution No. 76 dated 1st November 1935 has agreed to abide by the conditions of alienation, a copy of which is enclosed.

4. I enclose an eye-sketch of the plots with statements of alienation of land and land revenue. There is no tree-growth on S. No. 108/7

Your obedient servant,

Collector.

Application for alienation of land in which the proprietary right belongs to the State.

District: South Kanara.

1. Description and area.	S.No.108/7 of Bannur village, Puttur Taluk, measuring acres, 1.50 -dry - (Assessed Waste)
2. Market value.	Rs.46.14.0.
3. Alienee and purpose of alienation.	Panchayat Board, Bannur for purpose of the school ~~and its appurtenances~~. playground and garden
4. Collector's remarks.	Recommended.

South Kanara Collector's Office,
Camp Puttur, 15th November 1935.

Madhavarao
For Collector. 18.XI

18.11.35

M.D'S.18/11.

Application for alienation of land revenue payable to Government.

District: South Kanara.

1. Description and area.	S.No.108/7 & 108/2A of Bannur village, measuring 1.50 and 0.14 acres respectively (both dry - Assessed Waste).	
2. (a) Annual assessment or ground rent.	S.No.108/7 -	Rs.1.2.0.
	S.No.108/2A -	Rs.0.2.0.
		Rs.1.4.0
(b) Capitalised value (25 times assessm or ground rent).	S.No.108/1B -	Rs.28.2.0
	S.No.108/2A -	Rs. 3.2.0
		Rs.31.4.0
3. Alienee and purpose of alienation.	Panchayat Board, Bannur for purpose of school, ~~and its appurtenances.~~	
4. Collector's remarks.	Recommended.	

South Kanara Collector's Office,
Camp Puttur, 15th November 1935.

For Collector.

M.D'S.18/11.

Conditions.

(1) The land S.No.108/7 of Bannur village, measuring 1.50 acres and the building thereon shall be used for the purpose of a school building, a playground and garden as detailed in the margin and for no other purpose.

(2) The grantee shall maintain the existing building in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

(3) No alterations other than those necessary to keep the building in good condition shall be made to the existing building nor shall any new building bekerected on the site without the previous permission of the Collector.

(4) The extension proposed in respect of the existing school building shall be completed and the playground and ----- garden laid out within two years from the date of the grant and the school shall be accessible to all classes including the scheduled classes.

(5) No part of the land set apart for the playground and garden shall in any way, be built upon without the previous --- sanction of the Collector.

(6) The Government may resume the land wholly or in part with any buildings thereon:

(a) if the land is not used for the specific purpose for which it was granted, or

(b) if the conditions on which it was granted cease to be fulfilled, or

(c) if the land is in the opinion of the Government required for a public purpose or for conducting mining operations, or

7. In the event of such resumption, if there are buildings on the land except those nc existing or those constructed in contravention of conditions (3) and (5), the Government may at their option either

(a) purchase the buildings;

(b) allow the grantee to purchase the land at its value on the date of sale; or

(c) direct the grantee to remove the buildings.

8. In the event of the resumption of the land with any building thereon, no compensation whatever shall be paid by the Government, in respect of the building nor standing on the land, or buildings constructed in contravention of conditions (3) and (5).

9. In the event of the resumption of the land followed by the purchase of the buildings under condition (7) (a) or in the event of the acquisition of the land for any other reason, the compensation payable therefor shall in no case exceed the initial cost or the value at the time of resumption or acquisition, whichever shall be less of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant or under the previous permission obtained from the Collector under condition (3) or (5) as the case may be.

10. In the event of the grantee refusing to remove the buildings when so directed under condition (7) (c) the Government may remove them and realise the cost of removal by the sale of the materials.

11. In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at his cost.

12 Exemption from payment of land revenue in respect of S.No.108/2A of Bannur measuring 14 cents shall ~~be~~ last only so long as the plot is used for the school purposes and full assessment shall be ~~reinforced~~ reimposed whenever it is used for any

other purpose.

South Kanara Collector's Office,
Mangalore, 5th October 1935.

Sd/- B. Madhava Ra
For Collector.

7.10.35

(True Copy)

B Madhava
For Collector.

18.11.35

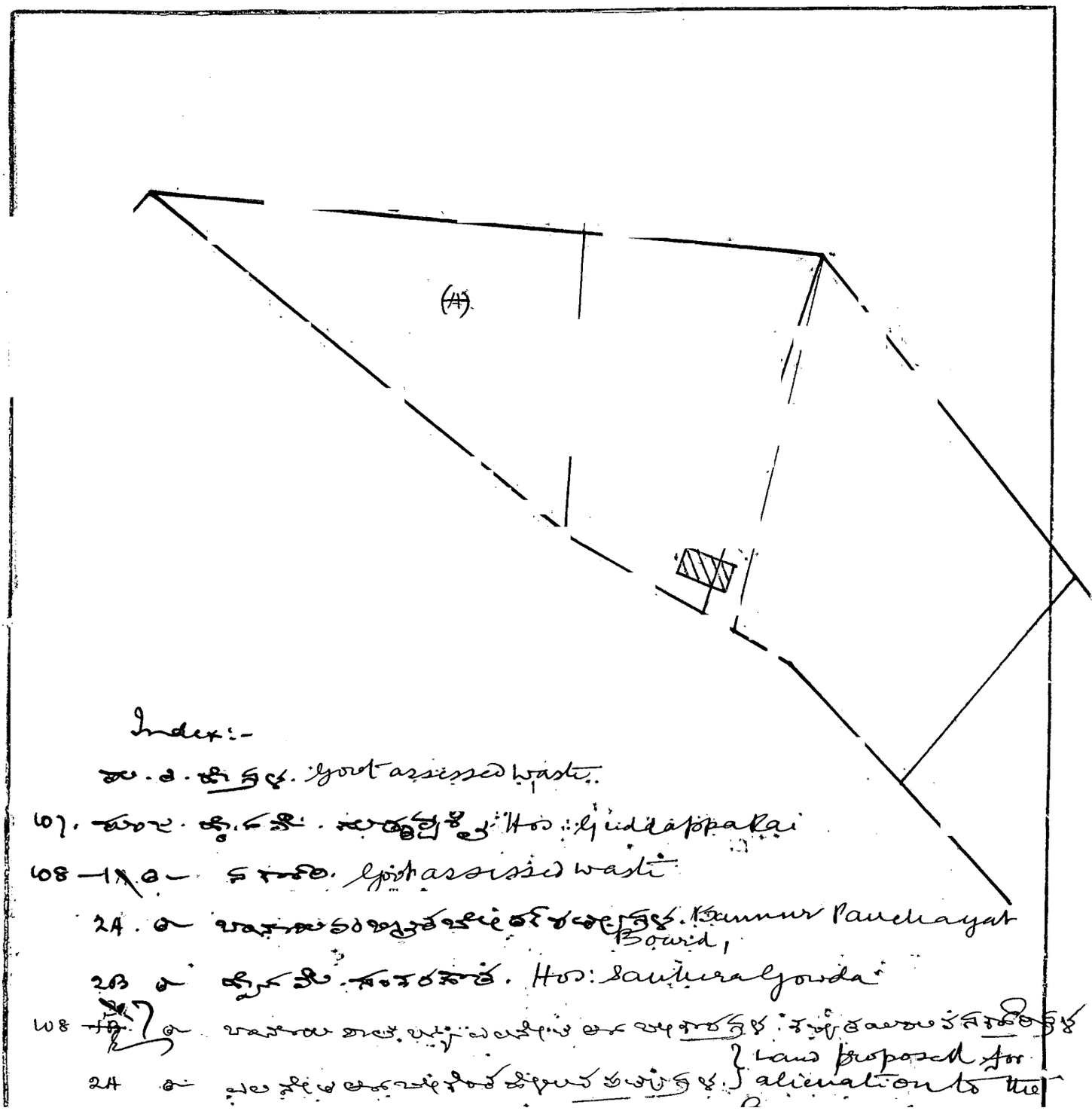
R.F. XVII

District S. Kanara

Taluk Puttur

Village { No. 44
Name Bannur

Area — Acres.



Index:-

ಪ.ಪ.ಕ್ಕೆ ಸ್ವ. Govt assessed waste.

07. ಹಾಲ.ಕ್ಕೆ.ಸ.ಕೆ. ಸಾರ್ವಜನಿಕ ಉಪಯೋಗಕ್ಕೆ Hos: Siddappakai

108—1A.0— ಸ ಕಾಪಿ. Govt assessed waste

24. ಬನ್ನೂರು ಪಂಚಾಯತ್ ಬೋರ್ಡಿನವರಿಗೆ ಪರಭಾರೆಗೆ ಪ್ರಸ್ತಾಪಿಸಿದ ಜಮೀನು. Bannur Panchayat Board,

23 ಸಾ ಕೃಷಿಕ. ಸಂಜೀವಗೌಡ. Hos: Sanjivagowda

108 ಸ.ನಂ. 7 ಬನ್ನೂರು ಗ್ರಾಮ ಪಂಚಾಯತ್ ಕಛೇರಿಯ ಪರಭಾರೆಗೆ ಪ್ರಸ್ತಾಪಿಸಿದ ಸ್ಥಳ

24 ಸ ಬನ್ನೂರು ಗ್ರಾಮ ಪಂಚಾಯತ್ ಕಛೇರಿಯ ಪರಭಾರೆಗೆ ಪ್ರಸ್ತಾಪಿಸಿದ ಸ್ಥಳ } Land proposed for alienation to the

DRAFT FOR APPROVAL

	Date.	Initials.
When received for fair copying ..		
When copied ..		
When examined..	DESPATCHED 27 NOV 1930	
When signed ..		
When despatched.		

SUBJECT :— Alteration (and Use of Land for Building Purposes) Dalton Parish Yd. S.W. 108-7. School Playground and garden

READ AGAIN ....., dated ..... 19 .....

" " ..... " ..... 19 .....

READ *ALSO*:

4.2.31 No. Opin. From the B 6701/35, No. 9, dated 26/12 19 31.

" ..... " ..... " ..... " ..... 19 .....

Ref B 6701/35-1 ..... " ..... 19 .....

Order / Resolution / Ms. / Rout. No. ..... date 25 1 35 19 .....

29.1.36 Ms. 29.2

The Collector is requested to submit another copy of the sketch for the Board's file and to report whether the alienee agrees to the following additional conditions:-

~~(i) The playground and garden shall be laid out within one year from the date of the grant~~

~~(ii)~~ The amount of any grant made by the Board

The Construction of any buildings shall be deducted from the compensation payable under the usual conditions. ~~and~~

~~(ii) The Local Authority~~ ~~to be accessible to pupils~~ ~~& the community~~

The Collector's attention is invited to G.O. No 1543 Mis Rev of 11.8.30 communicated with RC's 56 Proc of 19.8.30 and he is requested to report whether the application for the alteration of buildings of the recognised Primary Schools is District Educational Officer and if so, whether he recommends the alteration

14(a)

_____ DEPARTMENT.

_____ Branch.

REMINDER.

To THE Collector

I have the honour to invite
I am directed to invite attention to Bd's Ref
No. B6701. 36-1, dated 25/11/35 and

~~to request that the reply to it may be expedited~~
request that this reminder may be returned at or with information as to—

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, and

(3) the circumstances which have caused the delay.

Office BO Ghat

Station Madras

Dated 4.2.36

Signature. N. K. Padmanabha Ayyar
Supdt 4.2.36

Designation. (BO) Supdt

SUBJECT. Re

Alienation. Land, Rent
building - Pallur TK (A)
Bannur Vge. SNo 108-7
School, D'Cayfros.
and Yarn

REPLY.

To THE Secretary to the Board of Revenue, Madras

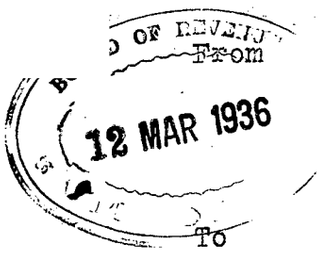
Sir

I have offered revised
conditions of alienation
the Panchayat Board
in accordance with the Board's
Endt. B. No 296/36 dt 16.1

Ref.B3-3140-35.

South Kanara Collector's Office,

Mangalore, dated 7th March 1936.



E. M. Gawne, Esquire, I.C.S.,

Collector of South Kanara.

The Secretary,

Board of Revenue,

M a d r a s.

Sir,

Alienation - Land, Revenue and Building - Puttur Taluk - Bannur village -S.No. 108/7 -school, playground and garden - revised conditions.

Board's Ref.No. B.6701-35-1 dated 25-11-1935.

I enclose a copy of the revised set of conditions proposed by me in respect of the alienation of S.No. 108/7 of Bannur in favour of the Panchayat Board, Bannur for school purposes and a translation of the resolution of the Board agreeing to abide by the conditions.

2. I invite the Board's attention to paragraph 3 of my letter dated 16-11-35. The Dt. Educational Officer has recommended the alienation in this case and this seems to be sufficient compliance with the provisions of G.O.No. 1543 Ms. Rev. dated 11-8-1930. The application for alienation was not received through the Dt. Educational Officer and I had therefore referred the proposals to him and obtained his remarks.

Your obedient servant,

Conditions. 17 108/7.

1. The land comprised in S.No. 108/3 of Bannur village, Puttur Taluk, measuring 1.50 acres and the building thereon shall be used for the purpose of a school building, a play ground and garden as detailed in the margin and for no other purpose.

School building	..	0.25
Playground	..	0.75
Garden	..	0.50
		1.50

2. The grantee shall maintain the existing building in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

3. No alterations other than those necessary to keep the lding in good condition shall be made to the existing buildin No new building shall be erected on the site without the previous permission of the Collector.

4. The extension proposed in respect of the existing school building shall be constructed and the playground and garden laid out within two years from the date of the grant and the school shall be accessible to all classes including the scheduled classes.

5. No part of the land set apart for the play ground and garden shall in any way, be built upon without the previous sanction of the Collector.

6. The amount of any grant made by the Government towards the construction of any buildings shall be deducted from the compensation payable under the usual conditions.

7. The Government may resume the land wholly or in part with any buildings thereon:

(a) if the land is not used for the specific purpose for which it was granted; or

(b) if the conditions on which it is granted cease to be fulfilled, or in case of infringement of any of the conditions of the grant; or

(c) if the land is in the opinion of the Government ----- required for a public purpose or for conducting mining operations;or

(d) if the school is not recognised by the Dt.Educational Council of South Kanara or by the Director of Public Instruction or if the recognition once granted is subsequently withdrawn, or

(e) in case the Government are satisfied that the school is not properly conducted; or

(f) in case it is voluntarily relinquished by the alienee.

8. In the event of resumption for infringement of any of the conditions of the grant, no compensation shall be payable for any improvements that may have been effected, or other works that may have been executed in the land by the grantee. If there are buildings on the land the Government may direct the grantee to remove them.

9. In the event of resumption on the ground that the land is required for a public purpose or for conducting mining operations or in the event of the acquisition of the land for any reason, the compensation payable for the land and trees shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever may be less.

10. In the event of resumption under condition 9, if there are buildings on the land the Government may at their option either -

(a) purchase the buildings; or

(b) direct the grantee to remove the buildings.

11. In the event of the resumption or acquisition, no compensation shall be payable for any buildings erected without previous permission of the Collector or for any buildings erected in violation of specifications permitted by the Collector.

12. In the event of the resumption of the land followed by the purchase of the buildings under condition 10 or in the event of the acquisition of the land for any reason, the compensation payable for buildings or other improvements shall in no case exceed the initial cost or the value at the time of resumption or acquisition whichever may be less of any buildings erected or

other improvements effected on the land by the grantee in accordance with the terms of the grant.

13. In the event of the grantee refusing to remove the buildings when so directed under condition 10, the Government may remove them and realise the cost of removal by the sale of the materials.

14. In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant.

15. The exemption from payment of land revenue in respect of S.No.108/2A of Bannur measuring 14 cents shall last only so long as the plot is used for the school purposes and full ---- assessment shall be reimposed whenever it is used for any ---- other purpose.

South Kanara Collector's Office,
Camp Puttur, dated 10th Feb. 1936.

Sd/- B. Madhava Rao,
For Collector.

True Copy.

smadhavarao
For Collector.
c/b

10.3.36

Proceedings of the Special Meeting of the Bannur Panchayat Board, dated 22nd February 1936.

--

Present:-

1. Mr. B. Chennappa Gowda - President.

2. Mr. P. Raghavendra Mallya - Vice-President.

etc.

---

xx xx xx

The conditions enclosed with Collector's letter Ref.B3-3140-35, dated 16-2-1936 were read before the meeting. It was resolved that the Panchayat Board would agree to the said conditions and that it would ask for the alienation of the plot free of assessment and also ask for the refund of the amount already paid.

(True Translation)

For Collector.

10.3.36.

ALIENATION - Land ~~&~~ Revenue - Buildings - (S. Kanara

Puttur Taluk Bannur Village/~~Town~~

No. 108-7 - Panchayat Board, Bannur

School, Playground and garden

Full Board P 15 C.F. B 11 9 & 36 Q ~~Recommended~~ Sanctioned.

~~Reference~~ Resolution. (MIS) 1205 d 6.4.36

~~Under the powers delegated by G.O No 2964 Revd dt 10.12.35~~

R.D. AA 7/4/36

At the instance of the Collector of ~~the~~ The ~~P.B.~~ Board ~~recommends~~ sanctions the alienation of

the ⟶ plot of land comprised in S.No. 108-7

of Bannur Village Puttur Taluk

measuring Ac. 1.50 ~~(W)~~ with the buildings thereon in favour of the

Panchayat Board, Bannur for use as the site of

a School playground and garden according to

the details shown below:-

	Cents
~~(W)~~ School	25
Playground	~~75~~ 75

3. The alienation will be free of charge for right and free of ~~assessment and but subject to assessment~~ ground rent ~~ground rent~~ ~~which will be liable to revision at every resettlement and subject to the payment of Rs.~~ ~~being the value of the trees standing on the land and~~ but subject ~~also~~ to the following conditions to which the alienee has agreed

(1) The land and the buildings thereon shall be used as the site of a School, playground and Garden and for no other purpose

(ii) The grantee shall maintain the building in good condition Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within Such time as the collector may fix and to his satisfaction In the event of default the repairs shall be carried out by the collector and the cost thereof recovered from the grantee

(iii) No alterations other than those necessary to keep the building in good condition shall be made to the existing building nor shall any new building be erected on the site without the previous permission of the collector.

(iv) The School shall be accessible to pupils of all Communities

(v) no extensions to the School building shall be constructed and the playground and garden shall be laid out within 2 years from the date of the grant

(vi) No part of the land set apart for the playground and garden shall be built upon without the previous permission of the Collector.

(VII) The Government may resume the land wholly or in part with the buildings thereon in the event of the infringement of any of the conditions of the grant or if the recognition of the School is withdrawn ~~or if in the opinion of the Government the land is required for a public purpose, or for conducting mining operations~~. In the event of Such resumption, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the ground by the grantee. If there are buildings on the land the Govt may direct the grantee to remove them

(viii) The Govt may resume the land wholly or in part, with any buildings thereon if in the opinion of the Govt the land is required for a public purpose or for conducting mining operations

(IX) In the event of ~~such~~ resumption, if there are buildings on the land the Government may at their option either,

(a) purchase the buildings, or

~~(b) allow the grantee to purchase the land at its value on the date of sale, or~~

~~(c)~~(b) Direct the grantee to remove the buildings,

(X) In the event of the resumption of the land followed by purchase of the buildings under ~~clause ( ) (a)~~ condition (IX)(a) or in the event of the acquisition of the land for any ~~other~~ reason, the compensation payable ~~therefor~~ for the buildings or other improvements shall in no case exceed the initial cost or the value at the time of resumption or acquisition, whichever ~~shall~~ may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. but in no circumstances shall any compensation be paid by the Govt in respect of the buildings now standing on the land or in respect of those constructed in contravention of conditions (iii) & (vi) of (xi) The amount of any grant made by the Govt towards the Construction of any buildings shall be deducted from the compensation payable under condition (X)

(XII) In the event of the ~~xxxxxxxxxxxxxxxx~~ grantee refusing to remove the buildings when so directed under ~~clause ( ) (c)~~ condition (viii) or (ix), the Government may remove them and realise the cost of removal by the sale of the materials.

(XIII) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee ~~at cost~~.

3. The Board also sanctions the alienation of land revenue in respect of S.No 108-2A of Bannur Vge, Puttur Tk measuring 1¢ cents in favour of the Panchayat Board, Bannur. The exemption from payment of land revenue will continue only as long as the site is used for School purposes and only so long as no net income is derived from the land.

M1
M2
M3
S
S(a)

alienation. SMS pp 3 to 5 cf
Sketch p. 11 cf

Note File

Alienation Land Revenue and building (E dencies Puttur Taluk. Bannur Village S. Nos 108-7 & 2A Panchayat Board, Bannur School, playground and garden

B 6701/3 S. pp 1 & 2 CF
B 1198/36 p 15 CF

JoA S. (SR)

Please see the collector's letter at pp 1 & 2 CF, the Board's reference at pp 13 & 14 cf & the Collector's reply at p 15 CF

2 The proposals in the CF relate to the alienation of S No 108-7 of Bannur Village, Puttur Taluk measuring 1.50 acres with the building thereon and of the alienation of land revenue in respect of S No 108-2A in the same village in favour of the Panchayat Board, Bannur for a school playground and garden. The alienation proposals are complete

3 under the recent delegation of powers, the full Board is competent to sanction

of land Revenue in favour of local bodies
provides the combined value of the
land and the buildings does not
exceed Rs 10,000/= (the capitalised value of land revenue does not exceed Rs 10000/- in each case) - Vide items 12 & 14 at
pp 314 Q (M). In the present case the Combined
Value of the land and the buildings
is Rs 846-14-0 (Rs 800 ⊛ + Rs 46.14-0 ·÷·)
The capitalised value of land revenue is Rs 31-4-0 vide p 5 cf.
The Board (Full Board) may sanction
alienation of
the land, revenue and buildings
in respect of S.No 108/7 and of land
revenue alone in respect of S No 108-2A which
belongs to the Panchayat Bd. & is included in its holding

⊛ p 1 cf. ·÷· p 3 cf

h 20336

p 1 cf

For orders

Ekd
27386 SR 19/3/36.

SR 21/3

M/s 233

SECY.
31 MAR 1936

To AL (LR)

Draft Rules

Ekd
2486
4-4-36

h 2.4.36

SR
8/4/36